

**United States Postal Service and Kilmer GMF, Area Local Number 149, American Postal Workers Union, AFL-CIO.** Cases 22-CA-17254(P), 22-CA-17490(P), and 22-CA-17537(P)

August 31, 1992

**DECISION AND ORDER**

BY MEMBERS DEVANEY, OVIATT, AND  
RAUDABAUGH

On September 30, 1991, Administrative Law Judge Eleanor MacDonald issued the attached decision. The Respondent filed exceptions and a supporting brief.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and brief and has decided to affirm the judge's rulings, findings,<sup>1</sup> and conclusions and to adopt the recommended Order.

**ORDER**

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, United States Postal Service, New Brunswick, New Jersey, its officers, agents, successors, and assigns, shall take the action set forth in the Order.

<sup>1</sup>We agree with the judge that the Respondent violated Sec. 8(a)(5) and (1) of the Act by its delay in furnishing the information requested by the Union's shop steward, Marczak. However, we find it unnecessary to rely on *Crestfield Convalescent Home*, 287 NLRB 328 (1987), revd. on other grounds 861 F.2d 50 (2d Cir. 1988).

We also agree with the judge that the Respondent violated the Act by its delay in furnishing the information requested by Union Steward Brister. We do not, however, rely on her statement that the Respondent waited until after the charge had been filed with the Board to furnish the information. The original charge filed on February 22, 1991, addressed only actions of Line Supervisor Gay in referring Brister to the Respondent's manager of labor relations for the information, which the judge found did not violate the Act. The amended charge with a broader allegation was filed on March 22, 1991, after Brister had received the requested information.

*Bert Dice-Goldberg, Esq.* and *Julie Kaufman, Esq.*, for the General Counsel.

*Francis Bartholf, Esq.* and *Andrew L. Freeman, Esq.*, of Windsor, Connecticut, for the Respondent.

**DECISION**

**STATEMENT OF THE CASE**

ELEANOR MACDONALD, Administrative Law Judge. This case was tried in Newark, New Jersey, on April 29, 1991. The complaint alleges that Respondent, in violation of Section 8(a)(1) and (5) of the Act, failed to provide the Union with information it had requested. The Respondent denies that it has violated the Act.

On the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs filed by the General Counsel and the Respondent in September 1991, I make the following<sup>1</sup>

**FINDINGS OF FACT**

**I. JURISDICTION**

Respondent provides postal services for the United States of America. Respondent admits, and I find, that it is subject to the jurisdiction of the National Labor Relations Board (Board) by virtue of Section 1209 of the Postal Reorganization Act (PRA). Respondent admits, and I find, that the American Postal Workers Union, AFL-CIO (the APWU) is a labor organization within the meaning of Section 2(5) of the Act.

The complaint alleges that the Kilmer GMF, Area Local No. 149 is a labor organization within the meaning of the Act. Respondent denies that the Local is an independent entity which in its own right is authorized to or in fact engages in collective bargaining. There is no need for me to rule on this question and the General Counsel did not choose to litigate it. I note that all the requests for information at issue were submitted on APWU forms and that all the union officials apparently hold office in both the APWU and the Local. I note further that, notwithstanding its position, many of the letters addressed by Respondent to the Union are in fact addressed to an individual as the president of the Kilmer GMF area local.

**II. ALLEGED UNFAIR LABOR PRACTICES**

*A. Background*

The instant controversy arises from requests for information made by stewards of the APWU. The requests dealt with matters at the Respondent's Kilmer facility, also called the New Brunswick facility.

The parties have stipulated that the following employees of Respondent constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All maintenance employees, special delivery employees, motor vehicle employees, and postal clerks employed by Respondent in a nationwide unit a part of which works at its Kilmer Road, New Brunswick facility, excluding all managerial employees, professional employees, confidential employees, guards, supervisors, and all postal inspection service employees.

In its answer, Respondent admitted that certain individuals were agents but not supervisors. Although the status of these individuals does not seem to be a real issue in this case, General Counsel has made a motion to deem the answer an admission of the supervisory status of the admitted agents. I deny this motion since Respondent stated clearly on the record that it was making no such admission.

Respondent and the APWU are signatories to a collective-bargaining agreement with a term from July 21, 1987, to No-

<sup>1</sup>The record is noted and corrected.

vember 20, 1990. The contract contains a grievance and arbitration provision.

### B. Information for Arrington Grievance

#### 1. The facts

On October 24, 1990, Union Steward Angelette Hush filed a request for information and documents with Hugo Gumbs, manager of labor relations at the Kilmer facility. The request form stated that the information was necessary to determine whether a grievance existed and whether the documents were relevant to the grievance. Only certain of the documents listed in the request are at issue:

2. Any "last chance settlement agreements" for employees done in 1989 and 1990.<sup>2</sup>
3. 3971's and 3972's for all employees who had the "last chance" agreements as requested in #2 above.<sup>3</sup>

Hush represented employee Darryl Arrington who was working under a last-chance settlement agreement which required him to participate in an employee assistance program and to adhere to the rules and regulations governing attendance.<sup>4</sup> The Union believed that Respondent had reneged on its obligations pursuant to the last-chance agreement. Hush wished to determine whether Respondent was administering the attendance policy for employees evenhandedly and how Respondent had administered the conditions imposed in other agreements. She wished to compare Respondent's handling of Arrington with its handling of other employees who had signed last-chance agreements to see whether there had been disparate treatment. She did not limit her request to last-chance agreements that dealt with attendance problems because she wished to examine the various agreements and determine if they were relevant to the Arrington agreement. Hush testified that by comparing the last-chance agreements for other employees with the employees' attendance records she could determine whether Respondent had indeed required other employees to adhere to attendance requirements imposed in last-chance agreements. The reason Hush needed both forms 3971 and 3972 was that form 3971 alone might not accurately reflect the actual attendance of employees. Hush stated that she needed the documents for all employees in the facility, excluding supervisors, because the Postal Service regulations governing attendance apply to all employees whether or not in the bargaining unit.<sup>5</sup>

On October 29, Gumbs replied to the request for information by letter addressed to "James Reynolds, President APWU—Kilmer Area Local." Although Gumbs' letter is unclear, it seems that he meant to say that the Union had no

right to see documents for employees it did not represent. Further, Gumbs stated, last-chance agreements "are without precedent, and as such would not set precedent in the case you are representing." Gumbs' letter concluded by stating that if he did not hear from the Union within 3 days "it will be considered that the requested information is no longer desired and your request is void."

Gumbs testified that the information was not supplied because in the last-chance agreement the Union and the grievant agreed that there would be no further appeal if the grievant violated the conditions of the agreement. For that reason, Gumbs decided that the information was not relevant.

Hush testified that she never received any of the information she requested on October 24.

The Arrington last-chance agreement, after stating the attendance and counseling conditions of the probation period, provides:

5. Should the grievant fail to comply with the foregoing, the removal . . . shall be effective within seven days.

6. All grievances, complaints, law suits, and other actions, including but not limited to Merit Systems Protection Board and Equal Employment Opportunity involved in this situation shall be withdrawn pursuant to this agreement with prejudice.

7. The Union agrees to cooperate with the Postal Service in insuring the grievant's compliance with the terms of the agreement. No action will be taken by the Union to assist grievant to pursue additional remedies should Item 6 be invoked.

Respondent submitted two arbitration decisions to show that grievances concerning last-chance agreements are not arbitrable and that therefore the information sought by Hush with respect to the Arrington grievance was irrelevant. The August 21, 1978 decision of Arbitrator Holly deals with a last-chance agreement entered into by an employee with attendance problems. The employee and the union in that case agreed that there would be a 6-month probationary period during which the employee could be removed for unsatisfactory attendance. The agreement provided, "[N]either the grievant or the Union will file or process a grievance for Removal for unsatisfactory attendance during the probation period." The arbitrator found that the grievance was not arbitrable based on the above-quoted language. Despite his finding on arbitrability, the arbitrator went on to consider the merits of the grievance and concluded that the employee had not maintained satisfactory attendance during the probation period and that the removal was justified. The November 9, 1985 decision of Arbitrator Talmadge also dealt with an employee who had executed a last-chance agreement following a notice of removal for attendance problems. The arbitrator evaluated the employee's attendance during the probationary period and considered and made findings on his claim of bad faith on the part of supervision; based on this discussion, the arbitrator ruled that the employee's attendance following the last-chance agreement had not been satisfactory and that there was just cause for the discharge. Without citing any language in the last-chance agreement that would waive the employee's rights to challenge his discharge and without

<sup>2</sup> A last-chance settlement agreement is used when an employee is about to be discharged but instead is given a probationary period (one last chance), so that he or she may show improvement in the behavior problem which has led to the pending discharge.

<sup>3</sup> Form 3971 is used by employees to request leave or to report an absence or tardiness due to illness. Form 3972 is used by management to record and analyze the attendance of employees.

<sup>4</sup> Arrington's last-chance agreement was entered into after Arrington was issued a notice of removal by Respondent for problems relating to his attendance. The agreement was signed by Arrington, the Union, and Respondent.

<sup>5</sup> Hush acknowledged that the Union receives a copy of every last-chance agreement it enters into on behalf of a unit member.

stating why he had considered the merits of the grievance, the arbitrator also ruled that the grievance was not arbitrable.

## 2. Discussion

Respondent argues that the information requested by Hush was irrelevant because the Union and Arrington had waived their rights to contest the implementation of the last-chance settlement agreement. Respondent urges that "Postal arbitrators have found that any grievance contesting the implementation of a last-chance settlement agreement . . . is not arbitrable." In addition, Respondent points out that the Union is provided with a copy of every last-chance agreement it enters into and Respondent urges that there is no need to give the Union those documents it already has. Further, Respondent contends that the request for information was overly broad in that implementation of a last-chance agreement is within the sole discretion of the line supervisors and there is no servicewide standard governing the number of infractions that must be accumulated in order for a last-chance employee to be discharged: "since these last-chance agreements would have been implemented by different supervisors, review of the actions taken by those supervisors would be irrelevant."

The Supreme Court held in *NLRB v. Acme Industrial Co.*, 385 U.S. 432, 435-437 (1967), that an employer must "provide information that is needed by the bargaining representative for the proper performance of its duties" and that "the duty to bargain unquestionably extends beyond the period of contract negotiations and applies to labor-management relations during the term of an agreement." In deciding whether information must be turned over, it is necessary for the Union to show only that the information is probably relevant and that it would be of use to the Union. This "discovery-type standard" does not decide the merits of the Union's contractual claims.

The Board elaborated on the duty of the employer to furnish information in *Pfizer, Inc.*, 268 NLRB 916, 918 (1984), enfd. 763 F.2d 887 (7th Cir. 1985), where it explained that certain matters relating to the unit go to the core of the employer-employee relationship and are presumptively relevant: these include "wage rates, job descriptions, and other information pertaining to employees within the bargaining unit." However, "[w]here the request is for information concerning employees outside the bargaining unit, the union must show that the information is relevant." Even in this second situation, the standard for relevancy is "a 'liberal discovery-type standard.'" In *Pfizer*, the union requested certain information about disciplinary action issued to all other nonunit employees in order to present a grievance concerning disparate application of discipline to a unit employee. The Board held that the General Counsel had shown the relevance of the requested information: the records would assist the union "either in deciding whether to proceed to arbitration, or in the arbitration proceeding itself." *Pfizer*, supra at 919. In *Postal Service*, 289 NLRB 942 (1988), enfd. 888 F.2d 1568 (11th Cir. 1989), the Board held that the union was entitled to information regarding the disciplining of supervisors for gambling activity where the employer had disciplined unit employees for the same gambling activity. The union in that case requested the information to show that the discipline meted out to unit employees was harsh, disparate, and not for just cause. It is apparent that the 1988 case is almost iden-

tical to the instant case. Another remarkably similar case is *Postal Service*, 301 NLRB 709 (1991).

I find that the information requested by the Union in connection with the Arrington matter is probably relevant to its claim of disparate treatment and will assist the Union in deciding whether to proceed to arbitration or in the arbitration proceeding itself. The Union believes that Arrington was the victim of disparate treatment in the administration of his last-chance agreement; it needs the information about other employees subject to last-chance agreements in order to determine whether there was in fact disparate treatment.

Respondent argues that the Union has waived its right to appeal last-chance agreements and that therefore the requested information is irrelevant because any grievance brought by the Union would be nonarbitrable. It is well established that information must be turned over to the union so that it may determine whether there is merit to a potential grievance before any decision on arbitrability is made. *O & G Industries*, 269 NLRB 986, 987 (1984).

Moreover, to the extent that Respondent argues that the Union has waived its right to the information by waiving any appeal from the implementation of Arrington's last-chance agreement, its argument must fail. The two cited arbitration awards do not support Respondent's contention that the Arrington matter would be held nonarbitrable. First, absent specific agreement of the parties to the contrary, an arbitrator's award is legally binding only for the precise issue grieved; it need not be followed as precedent in subsequent grievances under the contract before the same or other arbitrators. While arbitrators appointed to hear future arbitration cases may consider a prior award, they are not required to adhere to its findings. Moreover, the 1978 and 1985 awards were not issued under and did not construe the 1987-1990 contract between the Respondent and the Union. Further, although both Arbitrators Holly and Talmadge stated that the grievances were not arbitrable, they both considered the merits of the grievances before them and made findings based on the substantive issues. Therefore, their pro forma statements that the grievances were not arbitrable do not carry much weight. Finally, the last-chance agreement entered into by the Union and Arrington contains no clear language waiving Arrington's right to grieve a discharge following the execution of the last-chance agreement. Although arguing that Arrington and the Union had waived any grievance over removal for violation of the last-chance agreement, Respondent has not drawn my attention to the precise language which it claims accomplishes this waiver. Indeed, I cannot find any language which clearly and unequivocally waives Arrington's rights to contest a dismissal for violation of the last-chance provisions. There is a waiver contained in paragraph 7 of the agreement, but that language refers to actions under paragraph 6 which appears to deal only with matters filed prior to execution of the last-chance agreement. Although an arbitrator might find that the agreement was inartfully drawn but nevertheless did indeed spell out a waiver, I cannot find that Arrington's dismissal is not arguably subject to arbitration.

Respondent is mistaken when it argues that comparing the way different supervisors administer last-chance agreements is clearly irrelevant. As discussed above, the proper standard to be applied to a request for information is a discovery-type standard, not a strict standard of admissibility; the information must merely bear some relationship to a subject of con-

cern to the Union. The Union may try to substantiate its suspicion that last-chance agreements are handled disparately by showing that different supervisors use different standards. Since Respondent claims to have no policy governing attendance and last-chance agreements, an arbitrator might find that it was just this lack of standards and the resulting disparate treatment of employees that gave merit to any grievance filed by Arrington. Further, Respondent's argument that the information for employees in other units is irrelevant must also fail. It may be that the Union will argue that members of other units were given better treatment under last-chance agreements, and an arbitrator might find merit to this argument. In order to explore this avenue, the Union must be shown information relating to employees in other units.

As pointed out by Respondent, there is a line of cases which seems to require more than "a mere suspicion" in order for a union to show that it is entitled to information concerning matters outside the bargaining unit. These cases are inapposite; they deal with a union request for cost and pricing information relating to an employer's operations, as in *Sheraton Hartford Hotel*, 289 NLRB 463 (1988), or for information relating to other employers, as in *Southern Nevada Builders Assn.*, 274 NLRB 350 (1985). *S & W Motor Lines v. NLRB*, 621 F.2d 598 (4th Cir. 1980), cited by Respondent, stands for the proposition that the Union must advance a reason when it requests information concerning nonunit employees. In that case, unlike the instant case where the Union has made out a rationale involving disparate treatment, the "union asserted no reason why it needed the demanded information." 621 F.2d at 603.

It is undisputed that the Union is given copies of all last-chance agreements it enters into for unit members. General Counsel has not shown why the Union should not be required to consult its own files for this information. However, the Union requested last-chance agreements for all non-supervisory employees at the facility as well as forms 3971 and 3972. Respondent does not contend that the Union has these documents in its possession.

I conclude that Respondent violated Section 8(a)(1) and (5) of the Act when it refused to give the Union last-chance agreements for nonunit employees and forms 3971 and 3972 for all employees subject to last-chance agreements.

#### C. Information Relating to Disparate Discipline

Jean Marczak, a shop steward for the Union, testified that on January 14, 1991, she requested certain information because she believed that the discipline issued on tour III was harsher than that issued on tours I and II. Marczak asked to review form 3972 for all three tours. By letter of January 23, to "James Reynolds, President APWU—Kilmer GMF," Gumbs notified the Union that Marczak would be permitted to review the records for tour III but not for tours I or II. Seven weeks after her request, Marczak testified, she was finally granted access to the forms for all three tours.

Gumbs testified that he denied the request because Marczak was designated as shop steward for tour III and had not been authorized by the union president to act as a steward on a different tour. He stated that Marczak could not make out a disparate treatment case as among employees on different tours because each tour has a different supervisor and each supervisor issues discipline as the circumstances of the particular case warrant. According to Gumbs, the Postal

Service does not prescribe specified levels of discipline for specified types of attendance infractions. Gumbs eventually permitted Marczak to have access to the information for tours I and II after the Union filed an unfair labor practice charge; this was 5 weeks after Marczak had been given the information for tour III.

The Respondent's brief urges that a delay of 5 weeks does not call for formal findings and a remedial order because the period was brief and Gumbs acted in good faith.

It is clear from the cases discussed above that the information concerning attendance records for employees in a unit represented by the Union was presumptively relevant to the Union's duties in representing the employees and that the Union was entitled to the information on request. When Gumbs refused to give Marczak the information for tours I and II he did so based on his evaluation of the merits of the Union's potential grievance; he decided that an arbitrator would not find disparate treatment of employees in different tours because they had different supervisors. However, it was not for Gumbs to decide the merits of a possible case; the Union would make that determination in the first instance after it had been given the information and when it decided whether to file a grievance.<sup>6</sup>

The record shows that on January 14, Marczak asked for the attendance records and on January 23, Gumbs refused the information for tours I and II. It was not until after the Union filed an unfair labor practice charge that the information was made available 7 weeks after it was requested and 5 weeks after it was at first denied. The Board has found that an employer's refusal for a similar period of time to meet its bargaining obligations was a violation of the Act and required a cease-and-desist order. *Manchester Health Center*, 287 NLRB 328 fn. 6 and text (1987), revd. on other grounds 861 F.2d 50 (2d Cir. 1988). By refusing to provide the requested information Respondent violated Section 8(a)(1) and (5) of the Act.

#### D. Information for King Grievance

Darryl Brister, a shop steward for the Union, filed a request on February 1, 1991, for "a copy of 3972 for Frank Paliscak for the year of '90." He needed the information because he was investigating a grievance on behalf of employee King who was allegedly being assigned improperly on days when Paliscak was absent. Brister gave the request to Supervisor Nancy Kaniuk; at first, she told him she would accede to his request, but then she denied it. Brister sent Gumbs the request for information on February 10, 1991. Brister testified that he had wanted the information before the step 1 meeting on the grievance he was investigating; he eventually obtained the information at the step 2 meeting in mid-March.

On February 1, Brister gave a request for information to Supervisor Quinette Gay asking for the date that King received her bid.<sup>7</sup> Brister wished to find King's job description to see if King was obligated to back up Paliscak. Gay told

<sup>6</sup> Gumbs' reasoning that as a shop steward Marczak was only entitled to information for the tour she worked does not require further comment.

<sup>7</sup> Although management had earlier supplied the Union with a copy of the bid, Brister testified, and I credit him, that the document given to the Union did not indicate the date required by Brister.

Brister she would not supply the information because Brister should have addressed his request to Gumbs. Brister then sent the request for this information to Gumbs on February 10, 1991; he received the information in early March.

The evidence shows that on August 20, 1990, Paul S. Janga, the director of human resources of the New Brunswick Division, sent a letter addressed to "James Reynolds, President, Kilmer Local APWU," stating that as a followup to a meeting held August 2, all requests for information will be directed to the manager of labor relations for disposition. According to Gumbs, after the new policy was initiated in 1990, his office processed all requests for information from the Union. Gumbs stated that the Union and Respondent further agreed that the time limits for filing a grievance would not begin to run until the Union had received any relevant information it had requested from Respondent.

In the absence of any evidence to the contrary, I find that the Union and Respondent had agreed in August 1990, that the Union would address all requests for information to Gumbs. Thus, I do not find any violation in the refusals of the two line supervisors to supply Brister with information.

Brister requested information relating to employees Paliscak and King by letter to Gumbs dated February 10, 1991. He received Paliscak's form 3972 in mid-March and he received King's bid in early March. General Counsel argues that a delay of several weeks in providing this information is a violation of the Act. I agree. The information requested by Brister has not been shown to be complex or difficult to retrieve: the information consists of only a few documents. Respondent has not explained why it did not produce the requested documents until about 4 weeks had passed and why it waited until after the charge had been filed to comply with the Union's request. Thus, I conclude that Respondent violated Section 8(a)(1) and (5) of the Act by delaying for 4 weeks to furnish the Union with information requested by Brister. *Bundy Corp.*, 292 NLRB 671, 672 (1989); *Postal Service*, 276 NLRB 1282, 1288 (1985).

#### CONCLUSIONS OF LAW

1. The following employees of Respondent constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All maintenance employees, special delivery employees, motor vehicle employees, and postal clerks employed by Respondent in a nationwide unit a part of which works at its Kilmer Road, New Brunswick facility, excluding all managerial employees, professional employees, confidential employees, guards, supervisors, and all postal inspection service employees.

2. At all times material, the Union has been the exclusive representative of all employees within the appropriate unit described above for the purposes of collective bargaining within the meaning of Section 9(a) of the Act.

3. By refusing to provide the Union with last-chance settlement agreements for nonunit employees and with forms 3971 and 3972 for all employees who had last-chance settlement agreements in 1989 and 1990, the Respondent has engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(1) and (5) of the Act.

4. By refusing to provide the Union with form 3972 for tours I and II for a period of 7 weeks, the Respondent violated Section 8(a)(1) and (5) of the Act.

5. By delaying for a period of 4 weeks in providing the Union with information for the processing of the King grievance, Respondent violated Section 8(a)(1) and (5) of the Act.

6. Respondent did not engage in unfair labor practices other than those found here.

#### REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended<sup>8</sup>

#### ORDER

The Respondent, United States Postal Service, Kilmer facility, New Brunswick, New Jersey, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Refusing to provide the Union with last-chance settlement agreements for nonunit employees and with forms 3971 and 3972 for all employees who had last-chance settlement agreements in 1989 and 1990.

(b) Refusing to provide the Union with form 3972 for tours I and II.

(c) Delaying for a period of 4 weeks in providing the Union with information for the processing the King grievance.

(d) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) On request, furnish the Union with the last-chance settlement agreements for nonunit employees and with forms 3971 and 3972 for all employees who had last-chance settlement agreements in 1989 and 1990.

(b) Post at its Kilmer facility in New Brunswick, New Jersey, copies of the attached notice marked "Appendix."<sup>9</sup> Copies of the notice, on forms provided by the Regional Director for Region 22, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

<sup>8</sup>If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

<sup>9</sup>If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

(c) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

IT IS FURTHER ORDERED that the complaint is dismissed insofar as it alleges violations of the Act not specifically found.

#### APPENDIX

NOTICE TO EMPLOYEES  
POSTED BY ORDER OF THE  
NATIONAL LABOR RELATIONS BOARD  
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT refuse to bargain with American Postal Workers Union, AFL-CIO by refusing to provide the Union with last-chance settlement agreements for nonunit employees and with forms 3971 and 3972 for all employees who had last-chance settlement agreements in 1989 and 1990.

WE WILL NOT refuse to bargain with the Union by refusing to provide information and by delaying in providing the Union with information for the processing of grievances.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, on request, provide the Union with last-chance settlement agreements for nonunit employees and with forms 3971 and 3972 for all employees who had last-chance settlement agreements in 1989 and 1990.

UNITED STATES POSTAL SERVICE